

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE**

KARI BONALLO and IAN BONALLO,

Plaintiffs.

VS.

STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY, a foreign
insurance company,

Defendant.

NO. 2:16-cv-00900-RSM

STIPULATED MOTION AND ORDER
TO BIFURCATE CLAIMS AND STAY
DISCOVERY

STIPULATION

16 Pursuant to LCR 10(g), plaintiffs Kari Bonallo and Ian Bonallo and defendant State
17 Farm Mutual Automobile Insurance Company (“State Farm”) hereby stipulate and jointly
18 request this Court order that plaintiffs’ extra-contractual claims against State Farm alleging bad
19 faith, violation of the Consumer Protection Act (CPA), breach of fiduciary duty, and violation
20 of the Insurance Fair Conduct Act (IFCA) be bifurcated apart from, and tried after, plaintiffs’
21 claims against State Farm for UIM benefits under plaintiff’s insurance policy with State Farm.
22 The parties further stipulate and request that discovery on the extra-contractual claims should
23 be stayed until after the UIM claims are resolved.

STIPULATED MOTION AND ORDER TO BIFURCATE CLAIMS
AND STAY DISCOVERY – 1
[CASE NO. 2:16-CV-00900-RSM]

REED McCLURE
ATTORNEYS AT LAW
FINANCIAL CENTER
1215 FOURTH AVENUE, SUITE 1700
SEATTLE, WASHINGTON 98161-1087
(206) 292-4900; FAX (206) 223-0152

1 Such bifurcation and stay of discovery is necessary to promote convenience and judicial
2 economy and avoid prejudice to State Farm. Determining the amount of accident related
3 damages in the first phase of discovery and trial will allow for a prompt and fair resolution and
4 could eliminate issues for the second phase of discovery and trial. Moreover, trying the extra-
5 contractual claims and the claims for policy benefits at the same time would be impractical and
6 confusing for the jury and prejudicial to State Farm. During the jury's consideration of the
7 plaintiffs' bodily injury claim, it would be improper for the jury to hear evidence of how others,
8 such as State Farm employees, valued the plaintiffs' claims for benefits. Further, discovery that
9 could be relevant to plaintiffs' extra-contractual claims, such as how State Farm handled the
10 plaintiffs' UIM claim, is irrelevant to determining the proper amount of accident related
11 damages and would reveal privileged communications and protected work product with respect
12 to that claim. The proposed bifurcation and stay of discovery would eliminate these
13 unnecessary and inefficient complications.

14 Respectfully submitted this ____ day of July, 2016.

15
16
17 Michael S. Rogers, WSBA 16423
18 Attorney for Defendant
19 1215 Fourth Avenue, Suite 1700
Seattle, WA 98161-1087
206-292-4900

Angela Wong, WSBA 28111
Attorney for Plaintiffs
936 N 34th Street, Suite 300
Seattle, WA 98103
206-788-3000

21
22 **ORDER**

23 Based upon the foregoing stipulated motion of the parties:

24
25 STIPULATED MOTION AND ORDER TO BIFURCATE CLAIMS
AND STAY DISCOVERY – 2
[CASE NO. 2:16-CV-00900-RSM]

REED MCCLURE
ATTORNEYS AT LAW
FINANCIAL CENTER
1215 FOURTH AVENUE, SUITE 1700
SEATTLE, WASHINGTON 98161-1087
(206) 292-4900; FAX (206) 223-0152

1 IT IS HEREBY ORDERED that plaintiffs' extra-contractual claims shall be tried
2 separately from, and after, the trial on plaintiff's claim for UIM policy benefits.

3 IT IS FURTHER ORDERED that discovery on plaintiffs' extra-contractual claims is
4 stayed until after trial on plaintiff's claim for UIM policy benefits is resolved.

5 DATED this 5th day of August 2016.



6
7
8
9 RICARDO S. MARTINEZ
10 CHIEF UNITED STATES DISTRICT JUDGE
11
12 Presented By:
13 REED McCLURE
14
15 By _____
16 Michael S. Rogers, WSBA 16423
Attorney for Defendant
17 Approved as to form, notice
of presentation waived:
18 WONG BAUMAN LAW FIRM, PLLC
19
20 By _____
21 Angela Wong, WSBA 28111
Attorney for Plaintiff
22
23
24
25 STIPULATED MOTION AND ORDER TO BIFURCATE CLAIMS
AND STAY DISCOVERY – 3
[CASE NO. 2:16-CV-00900-RSM]

REED McCLURE
ATTORNEYS AT LAW
FINANCIAL CENTER
1215 FOURTH AVENUE, SUITE 1700
SEATTLE, WASHINGTON 98161-1087
(206) 292-4900; FAX (206) 223-0152